



# Norfolk Public Schools

NATIONALLY RECOGNIZED • GLOBALLY COMPETITIVE

November 14, 2011

Dr. Kirk T. Houston, Sr.  
School Board Chairman  
Norfolk Public Schools  
800 East City Hall Avenue  
Norfolk, VA 23510

Dear Dr. Houston:

I hereby inform the Board that I am stepping down as Superintendent of Norfolk City Schools effective 5:00 p.m. on November 16, 2011 subject to the terms and conditions as set forth in the Term Sheet attached to this letter. If the Board approves the Term Sheet, my general employment will continue until December 31, 2011, at which time it will end by mutual agreement.

I regret that the Superintendent and the Board were unable to reach and implement a common vision for the school children of Norfolk, but I appreciate the opportunity to have served as your Superintendent, and I wish you the best fortune on behalf of the children we have strived to serve during my tenure. I look forward to the opportunity to pursue other educational leadership position, and I will leave with fond memories of our staff and children.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Bentley", written over the printed name.

Richard Bentley, Ph.D.  
Superintendent of Schools

## TERM SHEET FOR R. BENTLEY CONTRACT TERMINATION

1. Dr. Bentley and the School Board of the City of Norfolk (Board) agree to the termination of his employment contract as amended as Superintendent of Norfolk Public Schools. The employment contract was executed by the Board on July 14, 2010 and effective August 1, 2010. This Agreement titled "Term Sheet for R. Bentley's Contract Termination" shall govern the term of his separation period and thereafter. The separation period shall be from November 16, 2011 to December 31, 2011 during which time he will receive his current salary and health benefits. He will use all annual and sick accrued but unused leave in the interim, and the Board will not expect him to be in the office after November 16, 2011. Dr. Bentley will be available as needed until December 31, 2011 to handle any transitional issues or answer staff questions. Dr. Bentley will submit a written separation letter by November 16, 2011, and the Board will name an acting superintendent effective the next day or as soon thereafter as the Board deems appropriate, with Dr. Bentley continuing as a "Non-Superintendent employee on administrative leave" until December 31, 2011.

2. The Board agrees to pay Dr. Bentley, according to his employment agreement, severance pay in the amount of \$236,540.00 (less applicable withholdings as required by law) on the first payroll date in January, 2012. This severance pay total was determined by adding the following amounts:

\$200,000 for twelve months base pay  
\$25,000 for fixed plan retirement account 12 months  
\$11,540 for 12 months health insurance

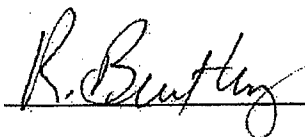
The Board will instruct the human resources and finance offices to cooperate with and assist Dr. Bentley in the refund of monies paid to VRS for his benefit.

3. The Board agrees that the Chairman will give Dr. Bentley a neutral and non-critical letter of reference.

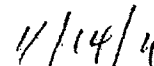
4. The Board agrees that the termination is an "involuntary separation not for cause" for internal, VRS and contract purposes. For public relations purposes it will simply be characterized as a separation "by mutual agreement".

5. Dr. Bentley and the Board hereby execute mutual releases of all claims.

6. Article 6 of the employment contract is hereby incorporated and made a part of this Term Sheet for R. Bentley Contract Termination.



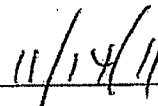
Dr. Richard Bentley, Superintendent



date



Norfolk School Board, by its Chair



date